



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 20031

Proposed No. 2025-0238.2

Sponsors Dembowski

1 AN ORDINANCE authorizing the execution of a license
2 agreement to support the operation of the department of
3 public health.

4 **STATEMENT OF FACTS:**

5 1. Public health - Seattle & King County ("public health") has had a long
6 relationship with HealthPoint, wherein HealthPoint makes areas within
7 some of its clinics available for public health to provide services two vital
8 programs: Special Supplemental Nutrition Program for Women, Infants
9 and Children ("WIC"); and First Steps, which helps individuals who are
10 pregnant during and after their pregnancy.

11 2. Attachment A to this ordinance, which is the amended and restated
12 license agreement executed by HealthPoint, formalizes this relationship
13 and provides the terms and conditions under which public health may
14 continue to provide the vital WIC and First Steps services in space
15 provided at the current six locations as well as other HealthPoint clinics in
16 the future.

17 3. The HealthPoint clinics at which public health provides the WIC and
18 First Step services are: 26401 Pacific Highway, 403 E Meeker St., and
19 4040 S 188th St. within council district five; 126 Auburn Ave and 923

Ordinance 20031

20 Auburn Way N within council district seven; and 10414 Beardslee Blvd
21 within council district one.

22 4. The facilities management division determined that there was not an
23 appropriate county-owned option and successfully negotiated to license
24 these spaces.

25 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

26 SECTION 1. The executive is authorized to execute the amended and restated

Ordinance 20031

- 27 license agreement, which is Attachment A to this ordinance, and to take all actions
- 28 necessary to implement the terms of the amended and restated license agreement.

Ordinance 20031 was introduced on 8/19/2025 and passed by the Metropolitan King County Council on 1/27/2026, by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis,
Mosqueda, Perry and von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

062AC77E76FB49B...
Sarah Perry, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, _____.

Deemed enacted without the executive's signature on February 8, 2026

Girmay Zahilay, County Executive

Attachments: A. Amended and Restated License Agreement, executed by HealthPoint on October 23, 2025

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (“Agreement”), dated _____ (for reference purposes only), is between King County, a home rule charter county and political subdivision of the State of Washington (“King County” or the “County”), by and through its Department of Public Health – Seattle & King County (“Public Health”), for a license for the use of certain office space at HealthPoint clinics located in King County. King County and HealthPoint are each sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

In consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows.

RECITALS

1. This Agreement will support two vital programs operated by Public Health. The first is the Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”), a preventive health and nutrition program that provides short term assistance to young families to promote optimal growth and development. The second program is First Steps, which helps individuals who are pregnant during and after their pregnancy and helps parents raise healthy babies through the Maternity Support Services (“MSS”) and Infant Case Management (“ICM”) programs.
2. HealthPoint desires to assist Public Health in offering these vital services by providing office space at some of its clinic locations throughout King County.
3. This Agreement will consolidate all the office spaces that HealthPoint licenses to King County for the programs described in these Recitals under a single agreement, while also allowing the Parties to efficiently add or remove locations as needed during the term of this Agreement.
4. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

1. PREMISES

- 1.1 The real property owned by HealthPoint that is the subject of this Agreement is depicted and described in Exhibits A-1, A-2, A-3, A-4, A-5, and A-6 (hereinafter referred to individually as “location” or plural “locations”). Each location shall be considered a separate and distinct “Premises.” By written amendment, additional HealthPoint clinic locations may be added to this Agreement.

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

- 1.2 Should the Parties amend this Agreement to add or remove HealthPoint clinic locations during the Term, prior Metropolitan King County Council approval will not be required unless the amendment also amends other provisions of this Agreement.

2. USE OF PREMISES

- 2.1 **USE OF THE PREMISES.** HealthPoint hereby grants to the County a license to use and operate office space within the Premises for the purposes of operating Public Health's WIC, MSS and ICM programs and to permit clients of those programs onto the Premises. The Premises shall be used for no other business or purpose without prior written consent of HealthPoint, which consent may be withheld by HealthPoint in its sole discretion. The office space, desks, and other areas that King County will be permitted to use at each location's Premises consist of two workstations and up to three shared office spaces. The location of the workstations at each location's Premises may be changed at any time by HealthPoint, at HealthPoint's sole discretion, by giving County 24-hour notice.
- 2.2 **HOURS.** King County's access to each location's Premises is limited to between 8 am and 6 pm, Monday through Friday, during HealthPoint's hours of operation. The Parties may adjust the County's access to particular sites by written agreement.
- 2.3 **PARKING.** Use of parking at each location's Premises by the County shall be subject to such reasonable rules and regulations as HealthPoint may provide from time to time.
- 2.4 **NO WARRANTIES.** HealthPoint does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Premises, and no official, employee, representative, or agent of HealthPoint is authorized to represent otherwise.
- 2.5 **AS IS CONDITION.** King County has inspected and knows the condition of each location's Premises and agrees to accept each location's Premises in as-is condition.
- 2.6 **RISK OF LOSS.** All personal property of any kind or description belonging to King County and its officers, employees, agents, permittees, invitees, agents, contractors and their officers, employees, agents, permittees, invitees, and subcontractors at each location's Premises shall be at King County's sole risk, and HealthPoint will not be liable for any damage done to, or loss of, such personal property.
- 2.7 **KEYS AND KEY CARDS.** HealthPoint shall assign the County with keys and/or keycards for entry into each of the facilities at each location's Premises. In the event a key is lost or stolen, King County shall notify HealthPoint immediately.

3. TERM

- 3.1 **TERM.** The term of this Agreement (the "Term") shall commence on the first day of the first month following execution of the Agreement by both Parties (the "Commencement Date") and shall expire sixty (60) months after the Commencement Date.

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

- 3.2 **OPTION TERMS.** Provided King County is not in default under this Agreement on the date this option is exercised and as of the last day of the Term, the Term may be extended for one (1) successive period of 60 months ("Extended Term"). This option to extend may be exercised by mutual agreement between the Parties only by County giving HealthPoint written notice no more than twelve (12) months and no less than three (3) months prior to the last day of the existing term. The extension option shall apply to all of the Premises then licensed by King County under this Agreement. Any exercise of the Extended Term shall only be effective upon King County Council Approval. From and after the commencement of any Extended Term, all of the terms, covenants, and conditions of this Agreement shall continue in full force and effect as written.

4. CONSIDERATION; OPERATING COSTS

- 4.1. **CONSIDERATION.** King County shall pay no rent for its use of the Premises. As consideration for this Agreement, King County shall provide the WIC, MSS, and ICM services to HealthPoint's clients and other members of the public.
- 4.2. **OPERATING COSTS.** HealthPoint shall provide for, at its sole expense, electricity, water, sewer, garbage removal, janitorial service, and ground and building maintenance. commensurate with good building management practices. HealthPoint shall maintain and repair the Premises in a commercially reasonable manner and commensurate with the same level of maintenance and repair HealthPoint undertakes for the clinic at which the Premises are located.
- 4.3. **TERMINATION.** The County's obligations to HealthPoint under this Agreement, if any, that extend beyond the current biennial budget cycle are contingent upon appropriation by the King County Council of sufficient funds to pay such obligations. This Agreement may be unilaterally terminated by the County for lack of appropriation and the costs associated with such a termination, if any, shall not exceed the appropriation for the biennium budget cycle in which the termination occurs. The County shall not be subject to any obligation under this Agreement to provide advance notice of termination or pay any termination penalties in the event of a lack of appropriation. In addition, if grant funding for the County's operations at any of the locations' Premises is cancelled or not renewed, this Agreement and all County obligations hereunder will terminate.
- 4.4. **ALTERATIONS.** Upon mutual agreement, the County may request work to be completed by HealthPoint. King County will have the right to approve the scope, schedule and budget estimate of any work in advance of the work being started. The Parties agree that King County shall only be responsible for the amount approved by King County prior to the start of the work.

5. INDEMNIFICATION

Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of

damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6. INSURANCE

- 6.1 **KING COUNTY INSURANCE.** HealthPoint acknowledges, understands, and agrees that King County maintains a fully funded Self-Insurance program for the protection and handling of its liability exposures, including injuries to persons and damage to property, and is a certified self-insurer for workers compensation under Chapter 51 RCW. By requiring such liability coverage as specified in this Article 6, the Parties have not, and shall not be deemed to have, assessed the risks that may be applicable to the other Party and its contractors or subcontractors. Each Party shall assess its own risks and, if they deem appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.
- 6.2 **HEALTHPOINT INSURANCE.** HealthPoint shall, throughout the term of this License, maintain the following insurance coverages:
- "All Risk" Property insurance coverage (excluding earthquake and flood) on the Premises and HealthPoint's personal property in an amount not less than one hundred percent (100%) of the replacement value thereof.
 - Commercial General Liability (occurrence form) insurance, including contractual liability insuring HealthPoint's activities upon, in or about the Premises against claims of injuries to persons or death and property damage loss with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. King County shall be named as an additional insured.
 - Workers' Compensation insurance in accordance with the applicable state statutory requirements, and Employer's Liability or "Stop Gap" coverage in the amount of \$1,000,000 each occurrence.
- 6.3 **WAIVER OF SUBROGATION.** The Parties agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by property insurance

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

and each hereby releases the other from any such claim of liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the Party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other Party hereto.

7. DEFAULT

King County is in default under this Agreement if it does not comply with any of the terms of this Agreement. King County shall be given written notice of the default and will have thirty (30) days to correct the default.

8. MAINTENANCE OF RECORDS

- 8.1 The County shall retain records and documents pertaining to all matters arising under or relating to this Agreement consistent with its record retention schedule and the Washington State Public Records Act, chapter 42.56 RCW as now codified or hereafter amended (the "Public Records Act").
- 8.2 HealthPoint shall retain records and documents pertaining to all matters arising under or relating to this Agreement.
- 8.3 **HIPAA.** For purposes of this paragraph, "protected health information" ("**PHI**") shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F. R Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the "**Privacy Standards**"), as promulgated by the U.S. Department of Health and Human Services pursuant to the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("**HIPAA**"). In the event that in connection with its use of the Premises at a specific location, as applicable, either Party creates, stores, or maintains PHI in the location's Premises, as applicable, the Parties agree that the other Party and its employees, agents, contractors, and invitees shall not need or have access to, or the use of, any of such Party's PHI. However, in the event that PHI is accessed, used, seen by or otherwise disclosed (collectively, "**disclosure**") to the other Party or its employees, agents, contractors, or invitees (whether inadvertently or otherwise), then such other Party shall promptly take all commercially reasonable efforts to prevent any subsequent disclosure or release of such PHI to third parties by it or its employees, agents, contractors, or invitees. The Party discovering a disclosure shall promptly notify the other Party. The Parties agree that the provisions of this section do not create, and are not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

9. TERMINATION

- 9.1 **BREACH.** If King County shall have substantially breached any requirement of this Agreement and shall have not cured such breach for a period of thirty (30) days, or diligently commenced to cure if cure for such breach cannot reasonably be completed

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

within such thirty-day period, then upon ten (10) days' written notice to King County, HealthPoint shall have the right to terminate this Agreement.

- 9.2 **DAMAGE OR DESTRUCTION.** If Premises at a location is materially damaged through no fault of either Party, and HealthPoint is unable to secure funds to repair the damaged Premises or chooses not to repair the damaged Premises, any Party may elect to immediately terminate this Agreement as to Premises at the specific location for convenience. The foregoing does not foreclose the possibility of Parties agreeing to share in the cost of rebuilding the damaged Premises at a location. Termination of Premises at one location shall not terminate this Agreement as to the Premises at the remaining locations.
- 9.3 **TERMINATION AT CONVENIENCE.** Either Party can terminate this Agreement in whole or as to Premises at a specific location at any time for convenience with thirty (30) days of prior written notice.
- 9.4 Termination under this Article 9 shall not relieve any Party of any duty previously due and still outstanding as of the effective date of a location's termination.

10. AGREEMENT AND ASSIGNMENT

King County may not assign this Agreement in whole or in part, or sublet all or any portion of the Premises, without the prior written consent of HealthPoint, such consent which may be withheld or conditioned at the sole determination of HealthPoint.

11. GENERAL PROVISIONS

- 11.1 **NO INTEREST.** The rights under this Agreement do not and shall not at any time constitute any ownership or Agreement interest in any real estate at any of the locations subject to this Agreement or any of the structures, fixtures, or improvements thereon.
- 11.2 **NOTICE.** Any notice permitted or required to be given by any Party to this Agreement shall be in writing and delivered to:

i. Notice Address for King County:

King County Real Estate Services
401 Fifth Avenue, Suite 900
Seattle, WA 98104-2337

With an email copy to:

RES-AgreementAdmin@kingcounty.gov

ii. Notice Address for HeathPoint:

HealthPoint
Chief Operating Officer
955 Powell Ave. SW
Renton, WA 98057

With an email copy to:

Email: vhammond@healthpointchc.org

- 11.3 **AMENDMENT.** The Parties may modify or amend this Agreement during the Term, or as a condition of any subsequent renewal, extension, or during a renewal or extension term. Such modification or amendment must be in writing. Except as provided in Section 1.2, the Parties acknowledge that modifications or amendments of material terms will require approval of the Metropolitan King County Council.
- 11.4 **GOVERNING LAW; VENUE.** Any and all claims relating to this Agreement shall be governed by the substantive and procedural laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Agreement shall be in the Superior Court of King County, Washington and the parties hereby agree to the personal jurisdiction of such court.
- 11.5 **NON-DISCRIMINATION.** HealthPoint and King County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, and local laws applicable to the Building and Premises, including, without limitation, Chapter 49.60 RCW. HealthPoint and King County shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. HealthPoint and King County shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements between the parties.
- 11.6 **SIGNAGE.** No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed nor allowed to be exhibited, inscribed painted, or affixed on any part of the Premises without the prior written approval of HealthPoint, which shall not be unreasonably withheld. All signs erected or installed pursuant to HealthPoint's prior written approval shall also comply with any applicable federal, state, or local statutes, ordinances, or regulations.
- 11.7 **FORCE MAJEURE.** The Parties' performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

beyond the reasonable control of either Party, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring licenses, inspections, or necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of either Party.

- 11.8 STATE AND FEDERAL CONTRACT PROVISIONS. To the extent state or federal funds are utilized for a location's Premises, this Agreement and any amendments or supplements shall comply with such state or federal contract funding requirements. Upon request by King County, HealthPoint expressly agrees to execute any amendment or modification to this Agreement necessary to allow King County to comply with or otherwise fulfill such state or federal contract funding requirements.
- 11.9 TIME. Time is of the essence for all matters contemplated herein.
- 11.10 ENTIRE AGREEMENT. This Agreement, together with its Exhibits, contains the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes any and all prior oral or written representations or understandings regarding the subject matter addressed herein. The Parties understands, acknowledges, and agrees that no guarantees, representations, promises, or statements expressed or implied have been made by either Party except to the extent that the same are expressed in this Agreement.
- 11.11 INVALID PROVISIONS. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.
- 11.12 HEADINGS NOT MATERIAL. The headings and other formatting in this Agreement are for convenience only and do not in any way limit or amplify the substantive provisions of this Agreement.
- 11.13 NO THIRD-PARTY RIGHTS. This Agreement creates no right, privilege, duty, obligation, cause of action, or any other interest in any person or entity not a party to it.
- 11.14 WAIVER OF BREACH. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 11.15 NO ASSIGNMENT. This Agreement may not be transferred or assigned under any circumstance whatsoever, and any purported assignment shall be void ab initio.
- 11.16 POLICE POWERS. Nothing contained in this Agreement shall be considered or interpreted to diminish the governmental or police powers of King County.
- 11.17 SURVIVAL. Any terms and provisions of this Agreement pertaining to rights, duties, or obligations extending beyond the expiration or termination of this Agreement, and all outstanding or remaining obligations accrued prior to the end of the Term, shall survive the end of the Term.

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

11.18 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signatures on following pages]

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date indicated next to their signatures below.

KING COUNTY

W. Drew Zimmerman, Acting Director
King County Facilities Management Division

Date

APPROVED AS TO FORM:

Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: _____

Date: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2025.

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

HEALTHPOINT

By: 

Name: Lisa Yohalem _____

Title: President and Chief Executive Officer

Date: 10/23/2025

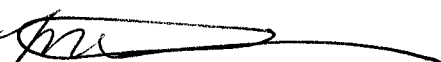
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lisa Yohalem is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, its _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

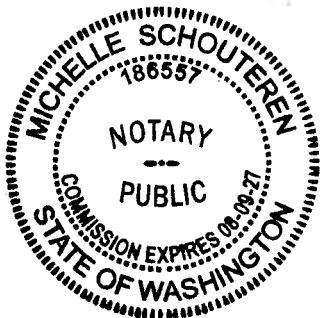
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of October, 2025.

Notary Public 

Print Name Michelle Schouteren

My commission expires August 9, 2027

(Use this space for notarial stamp/seal)



Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-1

Street Address

HealthPoint – Midway
26401 Pacific Highway South
Des Moines, WA 9819

Legal Description

PORTION OF S 375 FT (AS MEASURED ALONG W LINE) OF THAT PORTION OF S HALF SE QTR NW QTR STR 28-22-04 LYING WLY OF PACIFIC HWY S (STATE ROUTE 99) & TRACT 8 SECOMA H1-WAY TRACTS DAF: BEGINNING AT SE CORNER OF SAID TRACT 8 TH N88-10-17W ALONG S LINE THEREOF DISTANCE OF 331.14 FT TH N01-08-58E PARALLEL WITH W LINE OF SAID TRACT 8 DISTANCE OF 200.01 FT TH S88-10-17E PARALLEL WITH S LINE OF SAID TRACT 8 DISTANCE OF 411.96 FT TO WLY MARGIN OF SAID PACIFIC HWY S TH S20-43-24W ALONG SAID MARGIN DISTANCE OF 211.39 FT TO POB (AKA NEW LOT "A" AS DELINEATED PER CITY OF DES MOINES BOUNDARY LINE ADJUSTMENT NO LLA 97-066 RECORDING NO 9711249013)

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-2

Street Address

HealthPoint – SeaTac
4040 S 188th St #201
SeaTac, WA 98188

Legal Description

LOT 2 OF SEATAC SHORT PLAT #SUB02-00002 REC #20020814900007 SD SP
DAF - S 1/2 OF SE 1/4 OF NE 1/4 OF SW 1/4 LESS RDS LESS POR DEF IN DEEDS
20020610001902, 20020610001903, 20020610001904 & 20020610001905

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-3

Street Address

HealthPoint – Auburn North
923 Auburn Way North
Auburn, WA 98002

Legal Description

LOT 1 OF AUBURN SHORT PLAT # SPL0009-98 REC #9904202125 SD SHORT PLAT BEING POR OF SE 1/4 OF SW 1/4 & OF GL 4 DAF - BEG SW COR OF SEC 7 TH N 01 -25-25 E ALG W LN OF SD SEC 655.59 FT TH N87-16-60 E 255.17 FT TH N 88-25-08 E 173.06 FT TH N 87-15-30 E 217.2 FT TO TPOB TH CONT N 87-15-30 E 200.61 FT TH N 87-45-26 E 195.91 FT TH N 0-39-19 E 228.34 FT TH E 583.97 FT TO NWLY MGN OF AUBURN WAY N TH ALG SD MGN & THE ARC OF A SPIRAL CRV CONCAVE TO NW THE CHORD OF WCH IS S 31-01-17 W 287.28 FT TH S 33-25 -44 W 190.44 FT TO BEG OF A CRV CONCAVE TO NW RAD OF 1402.5 FT TH ALG ARC OF SD CRV THRU C/A OF 06- 06-24 A DIST OF 149.48 FT TH S 39 - 32 W 34.94 FT TH N40-27-52 W 81.1 FT TO BEG OF A CRV CONCAVE TO SW RAD OF 700 FT TH ALG THE ARC OF SD CRV THRU A C/A OF 52-16 -38 A DIST OF 638.69 FT TO POB - LESS PORS FOR STS (AKA PCL B OF AUBURN LLA #LLA-0008-89 REC # 8911131464) LESS POR LY NLY OF LN DAF - BEG AT MOST NLY NW COR OF ABOVE DESC PCL TH N 89-55-52 E ALG N LN THOF 573.27 FT TO W MGN OF AUBURN WAY N TO TPOB OF SD DESC LN TH S 89-11-09 W 573.41 FT TO W LN OF ABOVE DESC PCL & TERMINUS OF SD DESC LN (AKA PCL A OF AUBURN LLA #LLA0022-98 REC #9812111807)

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-4

Street Address

HealthPoint – Bothell
10414 Beardslee Blvd
Bothell, WA 98011

Legal Description

KLEINS SUBDIV & WLY 35 FT OF VAC ANNA PL (ORD #433) PER BOTHELL BLA
2011-00003 REC #20110427900001 POR TAXABLE

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-5

Street Address

HealthPoint – Kent
403 E. Meeker Street
Kent, WA 98030

Legal Description

WASHINGTON CENTRAL IMPROVEMENT CO'S FIRST ADDITION TO KENT LOTS 18
THRU 22 BLK 13 AS DESCRIBED & DELINEATED PER CITY OF KENT LOT LINE
ADJUSTMENT NO LL-96-33 RECORDING NO 9612051035

Attachment A. Amended and Restated License Agreement, executed by HealthPoint, on October 23, 2025

EXHIBIT A-6

Street Address

HealthPoint – Auburn
126 Auburn Ave, Suite 400
Auburn, WA 98002

Legal Description

CONDICT PLAT OF TO AUBURN - PORTION TAXABLE Plat Block K Plat Lots 5-6-7-8
--

Certificate Of Completion

Envelope Id: 680ED263-4591-4886-B509-64D38BA71F11

Status: Sent

Subject: Complete with Docusign: Ordinance 20031.docx, Ordinance 20031 Attachment A.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Supplemental Document Pages: 17

Initials: 0

Cherie Camp

Certificate Pages: 5

AutoNav: Enabled

401 5TH AVE

Envelopeld Stamping: Enabled

SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cherie.Camp@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

Holder: Cherie Camp

Location: DocuSign

1/28/2026 2:23:48 PM

Cherie.Camp@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Council

Location: Docusign

Signer Events

Sarah Perry

sarah.perry@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Sarah Perry
062AC77E76FB49B...

Timestamp

Sent: 1/28/2026 2:32:36 PM

Viewed: 1/28/2026 7:12:26 PM

Signed: 1/28/2026 7:12:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.19.250.150

Electronic Record and Signature Disclosure:

Accepted: 1/28/2026 7:12:26 PM

ID: 816bfe48-d45b-4cab-bdce-7f0a92525620

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Melani Hay
8DE1BB375AD3422...

Sent: 1/28/2026 7:12:35 PM

Viewed: 1/29/2026 8:51:07 AM

Signed: 1/29/2026 8:51:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.133.101

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM

ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Girmay Zahilay

execzahilay@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Sent: 1/29/2026 8:51:14 AM

Electronic Record and Signature Disclosure:

Accepted: 1/21/2026 10:00:03 AM

ID: 00dc82d5-e235-44db-acb0-d3ac9b0ac790

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/29/2026 8:51:14 AM Viewed: 1/29/2026 1:35:27 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/28/2026 2:32:36 PM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.